

Chris Loranger (“Loranger”), by and through his counsel, brings this action against Defendant Oxygen Esports (“OXG”) as follows:

1. Plaintiff Loranger is an individual who resides in Ontario, Canada.
2. Defendant OXG is a Delaware limited liability company with its principal place of business in Massachusetts located at 193 Winding River Road, Wellesley, MA 02482.

3. Subject matter jurisdiction under 28 U.S.C. § 1332(a) exists because there is complete diversity between the parties and the amount at issue is more than \$75,000.

4. OXG is a private company. As such, Plaintiff lacks information sufficient to form a belief regarding the citizenship of OXG's members.

5. Personal jurisdiction over OXG exists because it has its principal place of business in Norfolk County, Massachusetts.

6. Venue is proper under 28 U.S.C. § 1391(b)(1) because OXG is a resident of the Judicial District.

FACTUAL ALLEGATIONS

7. Loranger is a retired professional esports player and one of the most successful and accomplished esports players in North American history. Loranger consults and advises esports teams, Fortune 500 companies, game developers and publishers, and other related entities on various issues related to video games and esports.

8. OXG, established in 2020, is New England's self-proclaimed premier multi-title esports organization. OXG competes in several esports leagues, including Call of Duty League, Overwatch League (Boston Uprising), Rainbow Six Siege North American League, Rocket League Championship Series, Valorant Champions Tour and many others.

9. In late 2017, Kraft Group Overwatch LLC ("Kraft Group") hired Loranger as President of its Boston-based esports team, Boston Uprising, which competes as a member team of the Overwatch League ("OWL"), a professional esports league for the videogame "Overwatch."

10. The parties executed a written employment agreement.

11. Loranger's performance was excellent, and by mid-2021, Kraft Group made the decision to extend the term of his employment for an additional two-year period.

12. On or about December 2021, and upon information and belief, OXG acquired ownership and control of Boston Uprising through a merger with Kraft Group; OXG assumed Loranger's employment agreement as part of that merger.

13. On June 27, 2022, OXG abruptly terminated Loranger's employment.

14. After over one year of negotiations, Loranger and OXG executed a Confidential Settlement Agreement and General Release (“Agreement”) concerning his termination on December 29, 2023.

15. The Agreement provided that OXG would pay Loranger \$250,000 in accordance with a payment schedule. The payment schedule provided that OXG would provide Loranger with four checks in the amount of \$62,500 on the following dates: December 31, 2023; March 31, 2024; June 30, 2024; and September 30, 2024. *See Exhibit A ¶ 3.*

16. OXG made the December 2023 and March 2024 payments in accordance with the agreement.

17. OXG has failed to make the June 2024 payment and has proven unresponsive to Loranger’s attempts to contact it.

COUNT I
(Breach of Contract)

18. Loranger incorporates by reference herein the factual allegations set forth above.

19. As set forth above, Loranger and OXG entered into a settlement agreement whereby Loranger agreed to release any claims concerning his termination in exchange for payment.

20. Loranger fully performed his duties under the Agreement by releasing any claims against OXG.

21. OXG breached the Agreement with Loranger by failing to provide the June 2024 and September 2024 payments pursuant to the payment schedule.

22. As a result of OXG’s breach of the Agreement, Loranger has suffered damages in the amount of \$125,000.

23. Loranger has also been damaged by OXG’s breach of the Agreement in an additional amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- A. Judgment in Plaintiff's favor and against Defendant on Count I;
- B. Damages to be determined at trial;
- C. Such other and further relief allowed by law.

DEMAND FOR JURY TRIAL

PLAINTIFF DEMANDS A JURY ON CLAIMS SO TRIABLE

Respectfully submitted,

CHRIS LORANGER
By his counsel

/s/ Thomas M. Brown
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Dated: August 28, 2024

CERTIFICATE OF SERVICE

I, Thomas M. Brown, hereby certify that the foregoing document will be served in compliance with the Federal Rules of Civil Procedure.

/s/ Thomas M. Brown
Thomas M. Brown